

P. WATER MAIN REIMBURSEMENT PROGRAM

A Reimbursement Agreement for Developers requesting to extend water transmission mains to be connected to the County's water system may be approved by the Board of Commissioners. The Land Developer shall be responsible for all initial engineering and construction costs associated with the transmission line. In order to provide sufficient looping for fire flow pressures and system redundancy, multiple connection points shall be required. The point(s) of connection to the County's system shall be determined by the Director of Public Utilities. Upon completion of construction of the line(s), said line(s) shall be dedicated to the County for operation and maintenance. The Developer or a coalition of Developers that incur the costs for the construction of the transmission line(s) shall be eligible for reimbursement up to, but not exceeding, one hundred percent (100%) of the costs associated with construction of the line(s) for a period of ten (10) years. Engineering costs and other costs not directly associated with the transmission line construction are not eligible for reimbursement. Reimbursement shall be contingent and in accord with the following items:

- (1) The minimum size line that the County shall provide reimbursement for shall be the **larger** of the following:
 - i. 8" or 12" – 8" lines are the minimum when the existing line to be connected to is 8". 12" lines are the minimum when the existing line to be connected to exceeds 8".
 - ii. The size required to meet **non-residential** County fire flow requirements per the latest version of the County specifications. In locations where the transmission line can reasonably be expected to service only residential land uses, residential County fire flow requirements may be used upon written approval by the Director of Public Utilities. It should be noted that the fire flow design requirements **may** be different for the transmission line and water lines within the land tract to be developed. Additionally, the fire flow calculations and consequent water main sizing shall take into account the ultimate extent of the transmission force main. The Developer shall obtain, in writing from the Director of Public Utilities, the expected future downstream limits of the water transmission main in order to ensure adequate line sizing and fire flow at this downstream limit. Water main transmission line sizes through the tract to be developed shall reflect the water demand at the ultimate future transmission line termination point.
 - iii. The size indicated on the latest County Water Master Plan; unless the Developer shall obtain from the Director of Public Utilities written confirmation that the size shown on the latest County Water Master Plan is not valid.
 - iv. The minimum size line directed to be used by the Director of Public Utilities. The Developer is required to make written request for input from the Director of Public Utilities prior to design of the transmission main.

- (2) The Developer's Engineer shall designate on the development Engineering plans the water transmission line to be constructed through the reimbursement policy. All beginning and ending points for reimbursable transmission lines shall be clearly indicated along with their associated size and length. The Developer shall verify that the Engineer has done this prior to submittal to Brunswick County.
- (3) All transmission line reimbursement applications must be submitted and approved by the Board of Commissioners prior to the construction of the improvements. The County is under no obligation to provide reimbursement for work not approved prior to construction. To initiate a Water Transmission Line Reimbursement Agreement, the Developer shall complete the Application for Water Transmission Line Agreement form.
- (4) The Developer or his designee shall comply with all applicable provisions of the North Carolina General Statutes regulating public contracts. Primarily, this involves the North Carolina General Statute 143-129 " Formal Bidding Procedure" or NCGS 143-131 "Informal Bidding Procedure" whichever shall apply based upon the total cost of the water transmission line constructed as part of a Reimbursement Agreement.
- (5) The bid proposals shall include unit prices and quantities for the actual line size to be constructed as a part of the reimbursement. Bore & Jack, Directional Bores, and pipe fittings shall be designated on the bid proposals. The Developer or his designee shall provide copies of all bid proposals received, a copy of the executed contract between the Developer and the selected contractor, and a bid tabulation which is signed and sealed by a professional Engineer registered in the State of North Carolina certifying the bids received and the award of the contract in accordance with this policy. The Director of Public Utilities or the County Manager shall determine if the bid is reasonable and acceptable prior to award of the contract.
- (6) The selected contractor shall be properly licensed to perform the water line construction.
- (7) The Developer or his designee shall submit an **Application for Water Transmission Line Reimbursement**, including the construction quantities. The Application shall be signed and sealed by a Professional Engineer registered in the State of North Carolina and shall designate to whom the reimbursement should be payable including the applicable address.
- (8) The Developer or his designee shall provide a Certified Tax Statement from the contractor for the water transmission line as part of the reimbursement request.

- (9) The Application for Reimbursement shall be submitted to the County Engineering Department for review prior to being approved by the Board of Commissioners.
- (10) All water transmission lines extended under the provisions of this policy shall be installed and constructed in accordance with NCDENR permit requirements, other State requirements, County specifications, County details, the approved plans, approved project specifications, and other requirements of the County. Upon completion of construction of the water main and acceptance by Brunswick County, the water transmission main shall become the property of Brunswick County.
- (11) The maximum term of the reimbursement contract shall not exceed ten (10) years from the date of the agreement. No reimbursement shall be made after the ten year term or after the Developer or coalition of Developers has recovered all eligible reimbursement costs of the water transmission line extension, whichever occurs first. The term of any reimbursement agreement shall run from the execution of the agreement by all parties until the County's obligation for reimbursement has been met. The agreement may be terminated (at any time) by unanimous consent of all parties.
- (12) Costs eligible for reimbursement under this policy shall include off-site water transmission lines of a regional nature meeting the qualifications outlined herein as determined by the Director of Public Utilities and/or the County Manager. No costs associated with installation of water lines on the development site, engineering design, permitting, bidding, or construction oversight are eligible for reimbursement.
- (13) All reimbursement agreements shall be two party agreements between Brunswick County and a Developer or coalition of Developers and shall be approved by the Board of Commissioners prior to construction of the Water facilities.
- (14) The Board of Commissioners sets Water Transmission Recovery Fees. Water Transmission Recovery Fees are in addition to the Water Capital Recovery Fee, Water Tap Fee and any other fees associated with connection to the County's water system. The Water Transmission Recovery Fee may be changed from time to time by the Board of Commissioners. This fee is collected by the County from Developers and individual property owners who connect to County-owned water lines. The fee is based on Residential Equivalent Units (REU's). Developers shall pay this fee upon submittal of the permit application for connection to the County water system. Individual property owners shall pay the transmission recovery fee when they apply for water service.
- (15) Reimbursements paid to the Developer shall come from the Water Transmission Recovery Fees paid by other subsequent developing properties (including individual properties) within the service area that

have available County-supplied water service due to the transmission line. The area served by the transmission line subject to reimbursement shall be defined as those parcels that make direct connection to the transmission main including single connections or taps on the main and extensions into a new subdivision. In cases where a development has to extend a new main on an existing street, the new subdivision will not be considered served by the transmission main. Where multiple extensions of the same transmission line occur and the extensions have a Water Main Reimbursement Agreement in effect; reimbursement shall be made on a "1st come, 1st serve" basis. Payment of the entire documented initial construction cost of the earliest dated Water Main Reimbursement Agreement shall occur prior to commencement of payment for subsequent Water Main Reimbursement Agreements. This process shall proceed from earliest dated agreement to the latest dated agreement. This provision does not amend the effective time allocation of the Water Main Reimbursement Agreement provisions in any respect.

- (16) A Developer that is required to construct a water transmission line to serve a development must pay the Water Transmission Capital Recovery Fee.
- (17) Water Transmission Fees collected by the County that exceed the documented initial construction cost of a particular transmission line shall be retained by the County.
- (18) Reimbursement payments shall be made annually on or before January 31st of each year (not to exceed ten years from the time of approval by the Board of Commissioners) with the exception of cases where there are multiple extensions of the same transmission line and each extension has a Water Main Reimbursement Agreement in effect. In this special case, payments to agreements dated later shall not be made until earlier dated agreements have been refunded the entire documented initial construction cost. This may result in the receipt of less than ten annual payments to the later-dated agreement holders. The ten year reimbursement period for these later dated agreements shall not be amended. The agreement shall terminate ten years from the time of approval by the Board of Commissioners.